

FRANCHISE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2003, by and between the CITY OF NAPLES, hereinafter referred to as "City" and the NAPLES HORSE & CARRIAGE COMPANY, a sole proprietorship, hereinafter referred to as "Grantee".

NOW, THEREFORE, WITNESSETH: That for and in consideration of the benefits to be derived by the City of Naples and its inhabitants from the operation of a horse and carriage service along certain streets within the City limits of Naples and of the mutual covenants herein contained, the parties hereto agree as follows:

1. The City hereby grants to the Grantee certain rights and privileges to operate three (3) horse drawn carriages over, across, and along the streets and avenues of the City described in sheet "A", attached hereto and incorporated herein, to accommodate the general public and tourists in the area. Grantee can apply to the City Manager for permission to operate additional horse drawn carriages for special occasions such as weddings. Grantee shall notify City Manager of such events a minimum of forty-eight (48) hours prior to the event. In no event shall there be operated upon the streets and avenues of the City, more than three (3) horse drawn carriages pursuant to this Franchise Agreement.
2. By virtue of this franchise, Grantee is required to operate the carriage in a safe and efficient manner conducive to the utmost protection of the public, to observe all traffic regulations, as well as City, state and federal laws pertaining to the operation of the carriage.
3. Grantee agrees to save harmless, indemnify and defend City and its agents, officers and employees from any and all claims, losses, penalties, demands, judgments, and costs of suit, including attorney's fees and paralegal's fees, for any expense, damage or liability incurred by any of them, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with the operation of the Grantee's horse drawn carriage. The Grantee's obligation under this provision shall not be limited in any way by the Grantee's limit of, or lack of, sufficient insurance protection.

Grantee shall provide for liability and property damage insurance to be carried to the minimum amount of \$1,000,000.00 and \$50,000.00, respectively, covering the use of the Grantee's horse drawn carriage and providing protection against any and all claims for personal injury or death of any person and property damage which may arise out of, or in connection with, the operation of the Grantee's horse drawn carriage. The City of Naples shall be named as additionally insured on the insurance policy and certificate of insurance. Grantee shall furnish a copy of the certificate of insurance reflecting said coverage to the City Manager prior to the adoption of this Franchise Agreement and annually thereafter. The certificate of insurance and required insurance policy shall contain provisions requiring that thirty (30) days prior written notice by registered or certified mail shall be given to the City of any cancellation, intent not to renew, or reduction in the policy's coverages.

4. Grantee shall not install carriage signs on any City right-of-way. Signage size and colors will first require City Manager's approval. Signage shall be submitted to the City for installation. Grantee shall be responsible for any missing sign. Company name to be included on all signs.
5. Grantee shall not assign any rights or obligation without City Manager's prior approval which approval is at the City's sole discretion.
6. During the operating hours set forth below, the horse drawn carriage will stop only for traffic signals and controls and at designated horse drawn carriage stops with the exception of special events, such as weddings. The authorized horse drawn carriage stops are set forth in Sheet "A" attached hereto and incorporated herein.

Grantee agrees to operate the carriage only over routes approved by the City Manager's office. Said routes may be revised by mutual consent of both parties in writing. The

Carriage is prohibited from using residential side roads and shall not over-crowd commercial locations and traffic areas. The City reserves the right to modify the proposed routes or schedules to address traffic concerns in the best interest of the public. Deviation from such routes or schedules may result in suspension or termination of this Agreement. Use of the carriage on Fifth Avenue South is restricted to the hours of 5:30 p.m. to 10:30 p.m. daily, local time.

7. The horse drawn carriage shall be permitted to stop only at the designated areas set forth in Sheet "A" and during the scheduled hours of operation set forth in Section 6. No other operation of the horse drawn carriage is authorized other than special events approved by the City Manager pursuant to Section 1 of this Agreement.
8. No advertisements will be posted on the carriage. The carriage will have company name and phone number clearly visible to public.
9. Should the carriage need to stop on private property to load or unload passengers, letters from private property owners granting permission to stop on their property shall be submitted to the City Manager's office.
10. All employees of the Carriage Company will be completely drug free.
11. No alcohol of any kind shall be permitted on the carriage. No live music or loud speakers will be permitted on the carriage.
12. The carriage shall be properly maintained and available to be inspected at any time, as the City deems necessary. A "diaper" device to collect droppings is required.
13. The City reserves the right to terminate this Franchise Agreement and all rights and privileges of the Grantee in the event Grantee violates any provisions of this franchise or determination by City Council made pursuant thereto or in the

14. event that City Council determines it is in the best interest of the City to do so. Should the City decide to terminate this Franchise Agreement, it shall notify Grantee in writing ten (10) days prior to such termination.

15. This Agreement shall be effective for one (1) year from the date of approval and may be renewed for two one-year extensions with written approval of the parties.

City of Naples

Naples Horse & Carriage Company

Dr. Robert E. Lee, City Manager Karen L. Thurner, Owner

Approved as to form and legality:

By: _____
Robert D. Pritt, City Attorney

Attachments